



Prison to Employment Initiative
Planning Grant

Local Assistance Request for Applications
#83059

July 2018

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Section 1 Overview

Introduction

The California Workforce Development Board (State Board) and the Employment Development Department (EDD) are pleased to announce the availability of approximately \$1,750,000 in state general funds for collaborative development of regional partnerships and plans to serve the formerly incarcerated and other justice involved individuals in California. These funds will go out as a local assistance planning grants to each of the 14 Regional Planning Units (RPUs).

In July 2018, the California Legislature approved \$37 million in state general funds to resource the Prison to Employment Initiative proposed by Governor Jerry Brown in his 2018 budget proposal. Funding for the Prison to Employment Initiative is intended to support regional planning efforts, fund regional plan implementation, and provide resources for direct services to the formerly incarcerated and other justice-involved individuals. It also sets aside specific resources for both supportive services and earn and learn activities.

The State Board is interested in funding applications that further advance the goals of its Strategic Plan and build workforce system infrastructure and capacity through:

- **Collaboration** among partners in development of service delivery strategies and alignment of resources to better connect the supervised population to employment.
- **Innovation** that creates new or adapts existing approaches or accelerates application of promising practices in workforce development and skill attainment.
- **System change** that utilizes these funds to incentivize adoption of proven strategies and innovations that are sustained beyond the grant period.

Corrections Workforce Partnership Agreement

The State Board has entered into a formal partnership with the California Department of Corrections and Rehabilitation (CDCR), the California Prison Industry Authority, and the California Workforce Association, with the goal of improving labor market outcomes of the state's formerly-incarcerated population. This partnership seeks to provide the state's 14 WIOA regions with resources that will enable those regions to better serve the formerly-incarcerated by fostering partnerships between RPUs, Local Boards, CDCR reentry service providers, CDCR Division of Adult Parole Operations, CDCR Division of Rehabilitative Programs, county probation departments, employers, and community-based organizations (CBOs) that serve the formerly incarcerated and justice-involved individuals. Additional information on the partnership can be found in [Workforce Services Information Notice 17-26](#) and at the [Workforce Corrections partnership page](#) of CWDB's website.

Prison to Employment Initiative Funds

As part of the 2018 state budget process, the California Legislature approved, and Governor Brown signed, legislation which established the Prison to Employment Initiative. The 2018 state budget also included \$37 million over three budget years to fund the integration of workforce and reentry services. The State Board will make these state funds available to support partnership development through a regional planning process, as well as funds to build or scale-up existing programs that serve the needs of the reentry population. These funds will be distributed in three ways:

- **Regional Planning Grants** to fund collaborative development of regional partnerships and plans to serve the formerly incarcerated and other justice involved individuals.
- **Regional Implementation and Direct Services Grants** to fund the implementation of regional workforce corrections plans and provide direct services provided pursuant to these regional plans.
- **Regional Supportive Services and Earn and Learn Grants**, which will provide funds to provide supportive services and “earn and learn” opportunities for justice-involved and the formerly incarcerated.

Program Goals, Objectives and Deliverables

California is pursuing historic changes to its adult corrections system. These changes are having a substantial impact at the state, county, and community levels.¹ In order to reduce recidivism, the State and its workforce community are focused on improved employment outcomes for the reentry population through the creative and effective aligning of training, education, and other services for this population with the industries and employers driving regional employment.

Regional Planning Units (RPU) are required to submit an updated regional plan which describes how to best coordinate workforce and reentry services in each of the state’s 14 regions. Regional plan updates must specify how Local Boards and RPU will partner with CBOs, CDCR contracted reentry service providers, and representatives of State Parole and County Probation Departments to provide seamless, integrated services to the formerly incarcerated and other justice-involved individuals in each of the 14 regions. CBOs will play a central role in successful corrections partnerships due to their unique capacity to understand and provide impactful services to the reentry population. Regional plans should address the way in which regional and local boards will engage with and work with specific partner CBOs to serve their local reentry population.

Section 14042(a) requires the State Board to “...consider factors including, but not limited to, the need for workforce services for the formerly incarcerated and justice-involved individuals in

¹ Lofstrom, Magnus and Martin, Brandon (2015). *California’s Future: Corrections*. Public Policy Institute of California, San Francisco, CA.

each region, the size of the post-release populations, and the recidivism rate in each region.”

Each of the 14 RPU's has been assigned to a tier based on level of need as determined by analyses conducted by the State Board. Regions assessed to be highest need have the highest concentrations of parolees statewide and project to encounter the highest degree of complexity in organizing stakeholders due to the number of local boards, local government entities, and/or other geographic challenges, necessitate additional resources to ensure sufficient partnership activity. Regional grant allotments to be spent over an 18-month period are as follows:

- Up to **\$200,000**: Los Angeles Valley, Inland Empire, San Joaquin Valley
- Up to **\$150,000**: Bay-Peninsula, Southern Border, Orange, Capital
- Up to **\$100,000**: East Bay, North Bay, North State, Coastal
- Up to **\$50,000**: Humboldt, Ventura, Middle Sierra

The State Board and EDD will fund applications that help achieve the project goals by designing and developing innovations that have the potential to substantially increase the effectiveness, scale, and/or capacity of existing workforce system programs and funding streams that serve the reentry population. Successful applications may create new tools, borrow methods from other disciplines, or apply models from other sectors or populations in order to achieve the desired outcomes. Those programs that demonstrate significant impact and potential for replication and/or integration will be shared with partners at both the State and regional levels to infuse innovations and system improvements into the workforce system infrastructure for serving ex-offenders.

Program Design

This RFA for regional planning funds represents the first of three grant opportunities for the Prison to Employment Initiative. The State Board anticipates two other grant opportunities will be available for regional implementation and direct services, and regional supportive services and earn and learn grants.

In addition to this local assistance regional planning grant, the State Board will issue RFAs later this year for regional implementation and direct services grants, and regional supportive services and earn and learn grants. As shown in the funding plan below, some regions will be awarded these additional grants in the 18/19 fiscal year and the balance of the RPU's will receive these grants in the 19/20 fiscal year.

FUNDING PLAN

Items	2018-19	2019-20	2020-21
Regional Planning Grants	\$1.75m		
Implementation and Direct Service Grants	\$6m	\$8m	
Needs-Based Supportive Services	\$8m	\$12m	
Program Evaluation and Assessment			\$1m
Total Funds	\$16m	\$20m	\$1m

Each Regional Planning Unit (RPU) will receive one planning grant, one regional implementation and direct service grant, and one regional needs-based supportive services and earn and learn grant.

This regional funding structure requires a high degree of coordination between Local Boards, America's Job Centers of California (AJCC) operators, CDCR Division of Adult Parole Operations, CDCR Division of Rehabilitative Programs, County Probation Departments, Community Based Organizations (CBOs), and other reentry service providers.

RPUs with the highest need that have plans for coordinated service delivery will receive top priority and will be funded in the first fiscal year, and all other RPUs will be funded in the second year.

Program Activities

The Strategic Plan prioritizes regional coordination among key partners, sector-based employment strategies, skill attainment through earn and learn and other effective training models (including but not limited to apprenticeship), and development of career pathways. In addition, the Strategic Plan emphasizes the coordination and alignment of resources and systems to better serve all California job seekers, including those with significant barriers to employment such as the supervised population. This grant program aims to prepare the reentry population participants for entry-level and possible long-term career employment in industry sectors that are driving regional employment and high demand occupations within those sectors.

Funding

Funding under this RFA will be provided through EDD from the General Fund. The State Board estimates that it will make one award per RPU for up to an 18-month program period (October 1, 2018 – March 2020). All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law. The State Board reserves the right to adjust the duration and amount of each grant award based upon the

availability of funds.

Matching Funds Requirement

Match is not required for the Planning Grant.

Allowable uses of funds

Allowable uses of Planning Grant funds include:

- Planning or designing of regional plans to coordinate service delivery to formerly incarcerated and justice-involved individuals
- Convening of stakeholders, including reimbursement of expenses for non-government stakeholder attendees
- Planning of stakeholder engagement process for regional plan development
- Outreach to stakeholders
- Contracting for facilitators or subject matter experts in community engagement
- Reimbursement for expenses to attend training regarding serving the formerly incarcerated or justice-involved population

Eligible Applicants

The funds offered under this RFA are for regional planning for collaborative development of regional partnerships and plans to serve the formerly incarcerated and other justice involved individuals in California.

Each region must designate one local board as the applicant and fiscal agent. Signature proof of this agreement must be included in the application.

Partnerships

Strong partnerships are an essential component of this grant program. Partnerships formed with local board(s), county agencies, and county Probation Department and/or Community Corrections are required and must include signed partnership agreements. To inform your application for the planning grant, note that signed partnership agreements will be submitted to the State Board prior to any future awards of implementation/direct service or supportive service grants.

Community Based Organization(s)

Partnerships with community based organizations (CBO) are required and must have a signed partnership agreement outlining their role and services being provided, including payment for these services through the grant. Partnering CBOs must have experience serving the reentry

population and the capacity to provide supportive services such as mental health, substance abuse, nutrition, housing, etc.

California Department of Corrections and Rehabilitation

Projects must include documentation confirming the appropriate regional representative(s) from CDCR will be participating in the planning process, including representatives from CDCR's Division of Adult Parole Operations and Division of Rehabilitative Programs. Partnership documentation should describe the intent of the partnership, how the partnership will utilize leveraged funds, the referral process of participants, participant assessment protocol, and the roles and responsibilities of services provided to the supervised.

County Probation Department(s)

Projects must include documentation confirming representatives from County Probation Department(s) will be participating in the planning process and must outline Probation's role and services provided. This documentation should describe the intent of the partnership, how the partnership will utilize leveraged funds, the referral process of participants, participant assessment protocol, and the roles and responsibilities of services provided to the supervised.

For a sample partnership agreement template, see Appendix B.

Other required partners:

- Labor organizations and joint labor-management partnerships that elect to participate and who have prioritized and developed capacity in working with the reentry population
- Public and private employers who have labor shortages or who have expressed a history or an interest in employing the formerly incarcerated and other justice involved individuals

Recommended partners:

- Community Corrections Partnerships, which exist in every county under Realignment and are administered by County Probation Departments
- Programs operating in the region under the California Prison Industry Authority, and potential engagement with those programs
- County Departments of Social Services that administer SNAP Employment and Training programs and CalWORKS programs
- CBOs who serve the formerly incarcerated and justice-involved populations but who may not currently be partners
- Local reentry councils who are generally comprised of County Probation Departments and CBOs

- Other local government entities providing services to the formerly incarcerated and justice involved individuals
- Existing State Board grantees that serve this population, including Forward Focus, Workforce Accelerator Fund, and High Road Partnerships for Construction Careers grantees
- Other private entities who employ the formerly incarcerated or justice-involved populations, or who have an interest or stake in doing so

Oversight & Coordination

The CWDB project managers will provide day-to-day oversight of each grant with the State Board program staff providing high-level strategic direction and technical assistance. The State Board is committed to using this grant program to implement continuous improvement, innovation, and system change strategies related to serving the supervised population.

Learning Community/Community of Practice

Grant applicants may be required to participate in technical assistance activities, including, but not limited to, the convening of communities of practice to identify and help replicate evidence-based practices and to help facilitate an assessment and evaluation of grant performance and initiative success.

The Learning Community also known as the Community of Practice is a forum for grantees, staff, partners, and other key system stakeholders to share information, with the opportunity to solve problems and prioritize challenges to be addressed through dialogue and proactive thinking.

Grantees and their program partners will be expected to access peer and expert technical assistance, share successful program models and coordinate performance criteria and evaluation activities through the learning community. The State Board will convene at least two in-person meetings in Sacramento in addition to virtual learning community meetings. Applicant's budget should include travel for appropriate staff to attend the in-person meetings in Sacramento.

Performance

Tracking program performance goals, targets, deliverables and evaluation metrics that fit the targeted reentry population will be critical for implementation and service delivery. Your regional plan will designate one local board to enter all participant tracking data for all partners into CalJOBS. The State Board may review and revise these performance criteria with each grantee. Grant funds may be terminated due to an inability to provide quality data.

Program Evaluation and Reporting Requirements

Grantees shall submit narrative reports on the 20th of the month following each quarter, and monthly invoices to their CWDB Project Manager. Grantees shall submit a closeout report at the end of the grant period. This information will be shared with the State Board to develop evaluation reports for the Legislature, EDD, and other stakeholders. See [Appendix E](#), for sample invoice templates with instructions. Progress report templates will be released at a later date.

Invoicing

Under no circumstances can the State pay for services provided prior to the start date or the final contract approval of the State, whichever is later. Final approval occurs when all parties have signed the Standard Agreement, with the latest signature date being the date of final approval.

For services satisfactorily rendered and upon receipt and approval of the invoices, State Board agrees to compensate the Contractor in accordance with Attachment B-1, Project Budget. The total invoiced amount shall not exceed the award amount. See Appendix A and exhibits. Grantee shall maintain thorough accounting ledgers to support all charges and year-to-date expenditures of grant funds.

Section 2 Significant Dates

Event	Date*
RFA Release	July 27, 2018
Application Workshop	August 8, 2018
Q&A	Accepted and posted weekly to the State Board's website. Final Q&A posting date – Friday, August 24, 2018. All questions must be submitted prior to the final posting date.
Applications Due	August 27, 2018 (by 3:00 PM PST)
Award Announcement	By September 15, 2018
Program Start Date (with executed contract stipulation)	October 1, 2018

** All dates after the final applications submission deadline are approximate and may be adjusted as conditions dictate, without addendum to this RFA.*

Application Workshop

Notification of Application Workshop details will be sent to all local board directors. A webinar link and conference call information will be provided. Failure to attend the Application Workshop will not preclude the submission of an application. Questions will be taken during the Application Workshop and accepted via email until August 24, 2018. Emailed questions must be sent to CWDBInfo@cwdb.ca.gov. Questions and answers shall be posted on the State Board website on a weekly basis during the solicitation period. ***Any verbal communication with the State Board or EDD concerning this RFA is not binding on the State and shall in no way alter a specification, term, or condition of the RFA.***

Section 3 Application Submission Instructions

This RFA contains the requirements that Applicants must meet in order to submit a responsive application. This RFA provides information regarding the format in which applications must be submitted, the documents to be included, the requirements that must be met to be eligible for consideration, and the applicant's responsibilities.

The following are incorporated by reference as part of this RFA:

- GTC - 04/2017- General Terms and Conditions for all contracts except Interagency Agreements.
- CCC - 04/2017- Contractor Certification Clauses

These documents can be found on the Department of General Services website:

<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

Application Deadline

The deadline for applications is **August 27, 2018 at 3:00PM Pacific Standard Time.**

Late applications will not be accepted.

Application Delivery Method and Address

Applications must be submitted electronically to:

CWDBInfo@cwdb.ca.gov

All applications must be submitted in one .ZIP File containing all requested forms.*

****No PDF's except for cover page with signature.***

Please use "ForwardFocus P2E Planning Application" in subject line.

Application Questions

Questions regarding this RFA shall be sent to via email to CWDBInfo@cwdb.ca.gov. Cumulative questions and answers shall be posted to the State Board's website on a weekly basis until **Friday, August 24, 2018.**

Please use "ForwardFocus P2E Q&A" in subject line for all application/RFA related questions.

Section 4 Required Application Content

Minimum Requirements

All applications must adhere to the required format and in order to be competitive, must include all of the requested information, completed forms, and attachments. The application must meet the minimum requirements listed below. Applications that do not adhere to these requirements will be determined non-responsive and will not be scored or considered for funding.

- Applicant must use the specific instructions and complete all requested forms.
- **Qualified Business:** If the applicant is a corporation, the applicant and subcontractor(s) must be registered with the Secretary of State's Office to do business in California. "Doing business" is defined in California Revenue & Taxation Code §23101 as actively engaging in any transactions for the purpose of financial or pecuniary gain or profit. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.
- **Company must be in Good Standing.** Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies can determine whether a corporation is in good standing by checking their status at <https://businesssearch.sos.ca.gov/>. For more information please visit Secretary of State (SOS) page at <http://www.sos.ca.gov/businessprograms/business-entities/contact>.
- **Subcontractors:** Subcontracting shall be allowed within reasonable limits as determined by the State Board and EDD in approving the project budget and budget detail form. Individual subcontracts exceeding twenty-five percent of the total award must be listed in the application. The State Board and EDD reserve the right to approve/reject the proposed subcontractor(s).

Regardless, the Grantee (Contractor) shall be solely responsible for fulfilling the requirements of the Contract (Agreement).

The Contractor agrees that changes to any subcontractors originally listed in the project budget and budget detail form in this Agreement must be approved in advance by EDD and the State Board. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the

State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

The Contractor shall monitor subcontractor activity and compliance. This monitoring shall be verified by the EDD Workforce Services Branch as part of the grant management for this program.

- **Monitoring and Audit Provision:** Contractor agrees that the State Board, EDD, the Department of General Services, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code §8546.7, Public Contract Code §10115 et seq., California Code of Regulations Title 2, §1896).

The Contractor shall be required to ensure diligence in managing programs under this grant agreement to include providing appropriate monitoring activities and taking prompt corrective action against known violations/findings.

- **Non-Supplanting:** Grant funds awarded under this RFA are for direct services to the grant activities only and are intended to supplement, not supplant existing programs.
- **Insurance Requirement:** Contractor agrees the insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time during the term of this Agreement, Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as outlined below for not less than the remainder of the term of this Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, EDD may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. The Contractor shall provide written notice to EDD within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage. The Contractor shall display evidence of the following coverage on an ACORD certificate:
 - **General Liability Insurance** – The Contractor shall furnish to EDD a certificate of insurance prior to commencement of work stating there is general liability insurance in effect for the Contractor in an occurrence form with limits not less

than \$1,000,000 per occurrence for bodily injury and property damage combined.

The certificate of insurance must include the following provision stating:

The State of California, its officers, agents, employees and servants are included as additional insured, but only with respect to work performed for EDD under this contract. The additional insured endorsement must accompany the certificate.

- **Workers' Compensation and Employer's Liability Insurance** - The Contractor shall furnish to EDD a certificate of insurance evidencing Workers' Compensation and Employers Liability Insurance presently in effect with limits not less than \$1,000,000 by an insurance carrier licensed to write Workers' Compensation insurance in California. Such certificate shall include the name of the carrier and the policy inception and expiration dates. If the Contractor is self-insured for Workers' Compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California.

Additional Application Requirements

The application narrative is limited to 5 pages, 1-inch margins, in a font no less than 12 point excluding forms and cover page.

All applicants must submit the required forms and attachments, and complete the checklist included on the cover page. These include:

Document Name/Description	Form Provided
Cover Page	YES
Application Narrative	NO
Form 1: Project Budget	YES
Form 2: Budget Detail	YES
Form 3: Workplan	YES
Form 5: Worker's Compensation Certification	YES
Form 6: CCC-04/2017	YES

Form 7: Darfur Contracting Act Certification (If applicable, see form for details)	YES
Form 8: Bidder Declaration	YES
Proof of registration with the California Secretary of State's Office (if applicable, see Section 4 – "Qualified Business" on page 12)	If Applicable

Recommendation for Funding

It is anticipated that each region will receive one planning grant based on the funding allocations on page 4.

Rejection of Application

The State Board reserves the right to waive any immaterial deviation in an application; however, the waiver of an immaterial deviation in an application shall in no way modify the document or excuse the successful Applicant from full compliance with the application requirements after the contract is awarded.

An application shall be rejected and deemed non-responsive for any of the following:

- Received at any time after 3 p.m. Pacific Time on August 27, 2018;
- The application is incomplete or fails to meet the RFA specifications;
- The application contains false or misleading statements or references which do not support an attribute or condition contended by the Applicant. The application shall be rejected if, in the opinion of the State, such information was intended to erroneously mislead the State in its evaluation of the application;
- An itemized budget is not enclosed and/or exceeds the amount indicated;
- The Applicant has received a substantive negative contract evaluation from the State of California;
- The Applicant has had a contract with the State of California canceled due to failure to comply with the Drug-Free Workplace Act of 1990;
- It is found that the Applicant is not responsible (e.g., has not paid taxes, has no business license, has submitted an application when license is subject to suspension on the date of the application opening and/or award of the contract, or during the proposed term of the agreement, submitted an application without an authorized signature, falsified any information in the application package, or has provided poor performance on a previous contract with the State Board, etc.); or,
- It is found, upon license verification with the Contractor's State Licensing Board that an Applicant's license is subject to suspension on the date of the application opening and/or award of the contract, or during the proposed term of the agreement.

Disposition of Application

1. All materials submitted in response to this RFA will become the property of the State Board/EDD, and as such, are subject to the Public Records Act (Government Code,

§6250, et seq.). The State Board and EDD will disregard any language purporting to render all or portions of any application confidential.

2. After applications are evaluated and the notices of intent to award have been posted, all applications shall be available for public inspection. However, the contents of all applications, draft RFA's, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of an Applicant's application shall be held in the strictest confidence until the award is made. The State Board and EDD shall hold the content of all working papers and discussions relating to an application confidential indefinitely, unless the public's interest is best served by disclosure because of pertinence to a decision, agreement, or the evaluation of an application. An applicant's disclosure of this subject is a basis for rejecting an application and ruling the applicant ineligible to participate further in the process.
3. The State Board/EDD may return an application to an Applicant upon written request after **conclusion of** the bid process.

Appendix A – Sample Standard Agreement

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Workforce Development Board (State Board) and Employment Development Department (EDD)

CONTRACTOR'S NAME

(Successful Respondent)

2. The term of this Agreement is: 24 Months or upon final approval

3. The maximum amount \$ of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work page(s)

Attachment A-1, Specifications page(s)

Exhibit B – Budget Detail and Payment Provisions page(s)

Attachment B-1, Project Budget

Attachment B-2, Budget Detail

Exhibit C* – General Terms and Conditions GTC 04/2017

Exhibit D* – Special Terms and Conditions page(s)

Exhibit E* – Request for Application (RFA) No. 83059 page(s)

Exhibit F* – Contractor's Response to RFA No. 83059 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dqs.ca.gov/ols/Resources/StandardContractLanguage.aspx

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

[?]

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

California Workforce Development Board

BY (Authorized Signature)

[?]

PRINTED NAME AND TITLE OF PERSON SIGNING

Laura Caputo, Operations Manager

ADDRESS

800 Capitol Mall, Suite 1022, Sacramento, CA 95814

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per:

Appendix A – Sample Standard Agreement

EXHIBIT A

(Standard Agreement)

SCOPE OF WORK

1. This Agreement is entered into by and between the California Workforce Development Board, hereinafter referred to as State Board, and XXXXXXXXXXXX, hereinafter referred to as the Contractor, for the purpose of providing workforce training services in accordance with Request for Application (RFA) No. 83059.
2. The project representatives during the term of this agreement will be:

State Agency

California Workforce Development Board

Attn: Laura Caputo

800 Capitol Mall, Suite 1022

Sacramento, CA 95814

Phone: (916) 653-3698

Contractor

Appendix A – Sample Standard Agreement

EXHIBIT B **(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

This is a cost reimbursement Agreement. Under no circumstances can the State pay for services provided prior to the start date or the final approval of the State, whichever is later. Final approval occurs when all parties have signed the Agreement, with the latest signature date being the date of final approval.

A. Invoicing and Payment

1. For services satisfactorily rendered and upon receipt and approval of the invoices, State Board agrees to compensate the Contractor in accordance with Attachment B-1, Project Budget. The total amount of this Agreement shall not exceed XXXX Dollars and XXXX Cents.
2. Invoices shall be submitted monthly in triplicate, in arrears, and must reference the following:
 - The EDD/CWDB Contract Number
 - Identifies services provided, service period, unit price (i.e. hourly, monthly), and quantity applicable to the service
 - Accurate billing address as stated on the purchase order or contract
 - Supplier invoice date
 - Company name and remittance address

Invoices shall be remitted to:

California Workforce Development Board
Attn: Laura Caputo
800 Capitol Mall, Suite 1022, MIC 45
Sacramento, CA 95814

3. The Grantee is responsible for ensuring that invoices submitted to the EDD claim actual expenditures for eligible project costs under **Attachments B-1 and B-2**. The Grantee shall, upon demand, remit to the EDD any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions, or commitments of this Grant Agreement.

B. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government

Appendix A – Sample Standard Agreement

or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

The parties mutually agree that if the Congress and/or Legislature do not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.

The State Board has the option to terminate the agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

C. California Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code § 927, et seq.

D. Withholding of Grant Disbursements

1. The CWDB and EDD may withhold all or any portion of the grant funds provided for by this Grant Agreement in the event that that the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement, including submission of required reports and data.
2. The CWDB and EDD will not reimburse the Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently discovered to be ineligible, the CWDB and EDD may either withhold an equal amount from subsequent payments to the Grantee or require repayment of an equal amount to the state by the Grantee.
3. In the event that grant funds are withheld from the Grantee, the CWDB's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the situation leading to the withholding.

Appendix A – Sample Standard Agreement

Attachment B-1

Project Budget

Item #	Expense Item	Amount Requested	Amount Leveraged	Total	Source of Leveraged Funds	In Kind or Cash Match
1.	Staff					
a.	Salaries			\$0.00		
b.	Fringe Benefits			\$0.00		
2.	Staff Travel			\$0.00		
3.	Communications			\$0.00		
4.	Facilities Rent			\$0.00		
5.	Facilities Utilities			\$0.00		
6.	Facilities Maintenance			\$0.00		
7.	Office Supplies			\$0.00		
8.	Testing and Instructional Materials			\$0.00		
9.	Equipment Purchases			\$0.00		
10.	Equipment Leases/Use-Charge			\$0.00		
11.	Tools and Supplies			\$0.00		
12.	Support Services			\$0.00		
13.	Indirect Costs			\$0.00		
14.	Other - List other in Item 14 of Budget Detail			\$0.00		
15.	Subcontract(s) - List subcontract(s) in Item 15 of Budget Detail			\$0.00		
16.	TOTAL	\$0.00	\$0.00	\$0.00		

Appendix A – Sample Standard Agreement

Attachment B-2

Budget Detail

BUDGET LINE #1 - Staff Salary and Fringe Benefits				
List job titles of staff working on project	Salaries charged to project	Fringe Benefits charged to project	FTEs %	<u>Amount Requested</u>
			-	\$ -
			-	\$ -
			-	\$ -
			-	\$ -
			-	\$ -
			-	\$ -
			-	\$ -
			-	\$ -
			-	\$ -
			-	\$ -
			-	\$ -
			-	\$ -
			-	\$ -
Staff Subtotals	\$ -	\$ -	<u>0%</u>	\$ -

BUDGET LINE #	EXPENSE ITEM	NARRATIVE DETAIL	<u>Amount Requested</u>
2	Staff Travel		\$
3	Communications		\$
4	Facilities Rent		\$
5	Facilities Utilities		\$
6	Facilities Maintenance		\$
7	Office Supplies -- detail major		\$
8	Testing/Instructional Materials -- detail major		\$
9	Equipment Purchases with grant funds -- list, briefly state purpose/need/cost of each item.		\$

Appendix A – Sample Standard Agreement

10	Equipment lease/use-charge costs paid with grant funds -- list, briefly state purpose/need/total lease or use-charge cost of each item, total (to equal Budget line 10 entry).		\$
11	Tools and Supplies (detail per participant cost)		\$
12	Support Services -- (detail each type of cost, and amount per participant)		\$
13	Indirect costs -- Provide rate, direct cost(s) to which authorized to be applied, approving cognizant agency and date of approval. Show how total was calculated.		\$
14	"Other" Costs - Identify and detail the nature of each such cost to be paid with grant funds.)		\$
			\$
			\$
			\$
			\$
			\$
			\$
"Other" Subtotal			\$0.00
15	Subcontract - Identify, detail main functions/activities, cost of each subcontracts and timelines of grant agreements.		
"Subcontract" Subtotal			\$0.00
Total Amount Requested			\$0.00

Appendix A – Sample Standard Agreement

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Subcontractors or Subgrantees

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the State and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors or subgrantees and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors or subgrantees is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

2. Termination Clause

This Agreement may be terminated by State Board for any reason by giving written notice 30 days prior to the effective date of such termination.

3. Advance Work

This is a cost reimbursement Agreement. Under no circumstances can the State pay for services provided prior to the start date or the final approval of the State, whichever is later. Final approval occurs when all parties have signed the Agreement, with the latest signature date being the date of final approval. Should the Contractor begin work before receiving a copy of the approved Agreement, any work performed before approval shall be considered as having been done at the Contractor's own risk and as a volunteer.

4. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitutes default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods and other natural disasters such that performance is impossible.

5. Workforce Innovation and Opportunity Act

Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR, Parts 37 and 38.

6. Disputes

If the Grantee disputes an action of the EDD and/or CWDB in the administration of this Grant Agreement, the Grantee may appeal to the CWDB's Executive Director or designee. Such appeals shall be filed within 30 calendar days of the notification from Grantee of such dispute. The appeal shall be in writing and 1) state the basis for the appeal, 2) state the action being requested of the Executive Director, and 3) include any documentation relating to the dispute.

The CWDB Executive Director will review the correspondence and related documentation and render a decision of the appeal within 30 calendar days, except in those cases where the Grantee withdraws or

Appendix A – Sample Standard Agreement

abandons the appeal. The procedural time requirement may be waived with the mutual consent of the Grantee and the Executive Director.

7. Duty to Cooperate

Contractor shall cooperate with the State Board and EDD with regard to the performance of this agreement.

8. Date Requests

Contractor shall cooperate with the State Board and/or EDD to provide timely responses to any requests for data and/or reports the Legislature and/or the State Board deems necessary for the evaluation of the grant program. Such data may include individual program participant data. Contractor further understands and agrees that this data will be shared with the Legislature and other stakeholders. The Legislature may request data and/or reports at any time.

9. Contractor is responsible for the project activities identified in the original Grant Application submitted to the State Board and EDD, which is attached to and made a part of this Agreement. Review and approval by the State Board and EDD is solely for the purpose of proper administration of grant funds by EDD and shall not be deemed to relieve or restrict the Contractor's responsibility.

10. Contractor shall fulfill all assurances, declarations, representations, and statements made by the Contractor in the Grant Application, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

11. Contractor agrees to procure all permits, resolutions, and/or licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of project work.

12. Travel Clause

The travel and per diem shall be set in accordance with California Department of Human Resources for comparable classes and that no travel outside the State of California shall be reimbursed unless prior written authorization is obtained from State Board.

13. Grantee shall cooperate with CWDB and EDD with regard to the performance of this agreement.

14. Consultant–Staff Expenses

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have contractual relationship with any governmental entity.

15. AVOIDANCE OF CONFLICTS OF INTEREST BY CONTRACTOR

- A. Consultants are advised that that Political Reform Act prohibits public officials, which include consultants, from making, participating in making, or in any way attempting to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest. (Government Code § 87100; see Government Code § 81000 and Government Code § 1090 et seq.). For purposes of this contract, consultants are defined as any individual performing work under this contract.

Appendix A – Sample Standard Agreement

- B. The Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, agents, employees, consultants or members of its governing body.
- C. The Contractor shall prevent its officers, agents, employees, consultants or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
- D. During the performance of this contract, should the Contractor become aware of a financial conflict of interest that may foreseeably allow an individual or organization involved in this Contract to materially benefit from the State's adoption of an action(s) recommended as a result of this contract, the Contractor must inform the State in writing within 10 working days.
- E. Failure to disclose a relevant financial interest on the part of the consultant will be deemed grounds for termination of the Contract with all associated costs to be borne by the Contractor and, in addition, the Contractor may be excluded from participating in the State's bid processes for a period of up to 360 calendar days in accordance with the Public Contract Code section 12102(j).
- F. The EDD may request additional information regarding a consultant's economic interests. If the additional information is not provided to the satisfaction of the EDD, then the Contractor must provide a substitute consultant with similar credentials to resolve the potential conflict as provided in paragraph (d).
- G. Consultants are advised that the Fair Political Practices Commission has jurisdiction to enforce the Political Reform Act and may seek civil and criminal prosecution for violations of the act, including failure to disclose financial interests. Other penalties for violating the Political Reform Act could include fines, conviction of a misdemeanor, disqualification from serving in public office or as a lobbyist, and being responsible for the costs of the litigation, including attorney's fees.
- H. Consultants are advised that they may amend their Form 700 at any time and that amending an incorrect or incomplete report may be considered evidence of good faith by the Fair Political Practices Commission.

All consultants providing work under this agreement shall include a completed Statement of Economic Interests,

Form 700 (<http://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/Form%20700/2017-18/Form%20700%202017-2018.pdf>) at the time of award. For purposes of this contract, consultants are defined as any individual performing work under this Contract. In addition, consultants shall file a Form 700 annually by April 1, thereafter during the life of the contract. Each new and/or substitute consultant shall file a Form 700 prior to performing any work on the contract.

20. Change in Contractor Staff

Should a Contractor's team member(s) become unavailable prior to a start date agreed upon with CWDB, the Contractor will propose an equally well-qualified replacement consultant after consultation with CWDB. All replacements are subject to CWDB approval. Switching staff that were identified in the Contractor's proposal with alternates immediately, or soon thereafter, after execution of this Agreement, are grounds for termination of this contract. CWDB has the right to request removal and/or replacement of Contractor resources.

Appendix B – Sample Partnership Agreement Template

Instructions

A Memorandum of Understanding (MOU) is required of an agency when an application for funds includes an explicit non-financial collaboration with partnering organizations. The MOU provides documentation that demonstrates the organizations have consulted and coordinated the responsibilities of their grant activities.

The following elements should be considered when constructing an MOU:

- Describe each partner agency and their history and/or role in working with the supervised population;
- State the purpose of the MOU;
- Clearly describe the agreed upon roles and responsibilities each organization or agency will be providing to ensure project success. The roles and responsibilities should align with project goals, objectives and target outputs;
- Describe past history (if any) in working with each agency, the nature of the relationship, and outcome(s) of any collaborated efforts;
- Identify the staff responsible for completing the specific responsibilities, this should include meeting application reporting requirements;
- Describe how the collaboration/partnership benefits the project;
- Describe the resources each partner would contribute to the project. This can be contributing staff time, making in-kind contributions, delivering services, offering training or expertise, etc.;
- Provide a statement that the lead agency accepts full responsibility for the performance of the collaborative organizations/agencies; and
- The MOU must be signed by all partners. Signatories must be officially authorized to sign on behalf of the agency and include title and agency name.



WHEN DO I NEED A MEMORANDUM OF UNDERSTANDING?

A MEMORANDUM OF UNDERSTANDING should be used when you submit a solicitation for application involving a collaborative partner(s) that agrees to provide a non-financial exchange that will enhance the project. Examples include: a work station for an out-stationed advocate or training for staff/volunteers.

Appendix B – Sample Partnership Agreement Template

SAMPLE FORMAT AND CONTENT

MEMORANDUM OF UNDERSTANDING

All *italicized* sentences are considered instructions and should be deleted prior to the submission of the final MOU.

This Memorandum of Understanding (MOU) is entered into by and between: *Provide the agency name and a brief description of each agency.*

- A. Purpose.** *State the purpose of the MOU. Include statements that explain how the collaborative relationship enhances or benefits the Applicant's program;*
- B. Roles and Responsibilities.** *Clearly describe and delineate the agreed upon roles and responsibilities each organization or agency will be providing to ensure project success. The roles and responsibilities should align with project goals, objectives and target outputs. This may be contribution of staff time, in-kind contributions of space or materials, delivery of program services, provision of training or staff expertise, etc.*

Agency A agrees to:

Responsibility/Activity	Responsibility/Activity

Agency B agrees to:

Responsibility/Activity	Responsibility/Activity

- C. Reporting Requirements.** *Describe who will be responsible for collecting, collating and submitting data as per the project target outputs and outcomes.*

Appendix B – Sample Partnership Agreement Template

D. Leverage Resources. *Identify the leverage sources and describe how the partnership will utilized the funds for the project.*

E. Timeframe. *Clearly state the time period that this MOU will be in effect.*

This MOU will commence on _____ and will dissolve at the end of the grant funding period on _____.

F. Confidentiality.

In order to ensure the safety of clients, all parties to the Memorandum of Understanding agree to adhere to the confidentiality expectations as outlined in the Grant Agreement.

The designated lead agency accepts full responsibility for the performance of the collaborative organizations/agencies.

This Memorandum of Understanding is the complete agreement between _____ and _____ and may be amended only by written agreement signed by each of the parties involved.

The MOU must be signed by all partners. Signatories must be officially authorized to sign on behalf of the agency and include title and agency name.

AGENCY A

Authorized Official: _____
Signature Date

Printed Name and Title: _____

Agency name: _____

AGENCY B

Authorized Official: _____
Signature Date

Printed Name and Title: _____

Agency name: _____

AGENCY C

Authorized Official: _____

Appendix B – Sample Partnership Agreement Template

Signature	Date
Printed Name and Title: _____	
Agency name: _____	

Appendix C – Application Forms (Excel Spreadsheet)

The completed application forms must be included with your response. The forms can be downloaded on the State Boards website at the following address:

<https://cwdb.ca.gov/wp-content/uploads/sites/43/2018/07/P2E-Planning-Application-Forms-Appendix-C.xlsx>

Appendix D – Allowable Expenditures Guidance

Allowable Cost

All allowable costs must meet three primary criteria:

1. Substantiate that the cost was necessary and reasonable for proper and effective administration of the allocations;
2. The cost must be allocable to the funding source activities; and
3. The cost must not be a general expense required to carry out the grantee's overall responsibilities (not supplanting).

However, even if the costs meet the prior three criteria, the costs must be approved within the application workplan and budget of the grantee otherwise the costs are not allowable. Also, the State has the discretion to impose special conditions above and beyond the funding source which would also determine allowability of cost.

While the proposed cost is allowable under the funding source is it also reasonable?

Reasonable is defined by the dictionary as: agreeable to sound judgment, not exceeding the limit prescribed by reason (not excessive), moderate in price, and a rational decision.

Systems that can guide this definition are: necessary for the performance of the grant; following sound business practices (procurement processes, follow state and local laws, follow the terms of the grant); use of fair market prices; acting with prudence under the circumstances; and having no significant deviation from established prices.

What are the guidelines of Allocable?

Allocable is defined by the dictionary as: capable of being allocated or assigned. A cost is considered allocable to a particular funding source/program to the extent it actually benefits the objectives of that program. You can only charge in proportion to the value received by the funding source/program. An example would be that a Project Director works 80% on the funded program (only 80% of the salary and benefits can be charged in the grant application). Above and beyond this definition allocable also means that the cost must be related to the activities identified in the approved workplan.

Supplanting

General funds may not result in a decrease in state or local funding that would have been available to conduct the activity had these funds not been received. These grant funds may not free up state or local dollars for other purposes but should create or augment programs to an extent not possible without the funding. You must be able to demonstrate that the funds are added to the amount of state and local funds that would, in absence of the grant funds, be made available for uses specified in your plan.

Allowability of General Costs

The Table 1 below is a synopsis of rules to determining allowability of costs. The rules in their

Appendix D – Allowable Expenditures Guidance

entirety can be found in (Title 2 Code of Federal Regulations (2 CFR Parts 215 and 220) http://www.whitehouse.gov/sites/default/files/omb/fedreg/2005/083105_a21.pdf

However, the intent of the RFA must be followed, the cost must be necessary, reasonable, allocable and not supplanting, and any additional cost restrictions identified in the RFA would supersede allowable costs within this document.

Table 1 - Allowability of General Costs

Allowable	Unallowable
<p>Advertising Costs are those that are solely for:</p> <ol style="list-style-type: none"> 1. The recruitment of personnel required for the performance by the institution of obligations arising under a sponsored; 2. The procurement of goods and services for the performance of a sponsored agreement; 3. The disposal of scrap or surplus materials acquired in the performance of a sponsored agreement except when non- Federal entities are reimbursed for disposal costs at a predetermined amount; or 4. Other specific purposes necessary to meet the requirements of the sponsored agreement. <p>Public Relations Costs are those that are solely for:</p> <ol style="list-style-type: none"> 1. Costs specifically required by the sponsored agreement; 2. Costs of communicating with the public and press pertaining to specific activities or accomplishments which result from performance of sponsored agreements (these costs are considered necessary as part of the outreach effort for the sponsored agreement); or 3. Costs of conducting general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary keep the public informed on matters of public concern, such as notices of Federal contract/grant awards, financial matters, etc. 	<p>Advertising and Public Relations Costs include the following:</p> <ol style="list-style-type: none"> 1. All advertising and public relations cost unless specified as allowable; 2. Costs of meetings, conventions, convocations, or other events related to other activities including: <ol style="list-style-type: none"> a. Costs of displays, demonstrations, and exhibits; b. Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events; and c. Salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings; 3. Costs of promotional items and memorabilia, including models, gifts, and souvenirs; 4. Costs of advertising and public relations designed solely to promote the institution.
Audit Costs (can be included in indirect cost)	Alcoholic Beverages
Communication Costs (telephone, telegrams, postage, messenger)	Alumni Activities
Personnel Services	Bad Debts
Equipment Costs that are within the objectives of this RFA will be closely scrutinized to determine purchases meet the intent of the funding and show long-term sustainability	Entertainment Costs
Materials & Supply Costs (only those actually used for performance of sponsored agreement)	Contingencies
Meetings and Conferences primary purpose of dissemination of technical information are allowable. This includes costs of transportation, rental of facilities, speakers' fees, and other items incidental to such meetings or conferences.	Losses on Other Sponsored Agreements or Contracts
Supportive Services and job readiness costs that bridge activities leading to enrollment in long-term training programs that can include services to pre-eligible participants for entry into the program.	Lobbying
Travels (In-state and <u>approved</u> out-of-state travel and follow	Out-of-State Travels without prior approval

Appendix D – Allowable Expenditures Guidance

Allowable	Unallowable
state travel rate set in accordance with California Department of Human Resources)	

Appendix E – Sample Invoices Template and Instructions

The Service Cash Invoice (SCI) template is to be used by the contractor to request reimbursement from the California Workforce Development Board (CWDB) through the Employment Development Department (EDD) for allowable costs incurred while providing contract services to CWDB applicants/consumers. The SCI must be prepared and submitted **monthly** as designated in Exhibit B of the contract. SCI's in any fiscal year (July 1 to June 30) must be submitted as soon as possible, but no later than 60 days after the service month. Final submission of all fiscal year-end invoices is due no later than June 30, in order to make payment for that performance prior to the close of the State fiscal year to prevent reversion of appropriated funds.

SCI's will be reviewed by the EDD project management team to ensure current and Cash/In-Kind (leveraged) expenditures are being reported appropriately. The contractor must report on the SCI Form their leveraged funds as advised in their executed contract. If leveraged funds are not being utilized, the EDD/CWDB will contact the contractor to assist in resolving any issues.

A sample of the official SCI form ([page 5](#)) is included for reference. An electronic version of the SCI form may be requested from the EDD Contract Administrator.

A. **Date of Request**

Fill in the date that the SCI form is being submitted for reimbursement.

B. **Invoice #**

Provide the current invoice # appropriate for the SCI. *(Example: If the contractor is submitting their first invoice, the invoice # is: 1. If the contractor is submitting their fifth invoice, the invoice number is: 5)*

C. **Invoice Period: From : To:**

Provide the date range of which the SCI form is requesting reimbursement for from the EDD. List the month, day, and year for which reimbursement is being requested. (Example: From: June 1, 2016 To: June 30, 2016 should auto-populate to state From: 6/1/16 To: 6/30/16)

D. **Contract #**

Provide the contract # / Agreement Number as listed on the executed contract that was assigned by the EDD. This number is the seven-digit number with a leading alpha character found in the upper right-hand corner of the signed copy of the Standard Agreement (STD213). A new contract number is assigned each year for a single-year contract. If the current contract is amended, the same contract number will be used

Appendix E – Sample Invoices Template and Instructions

for the duration of the amended contract. For a three-year contract, the same contract number will be used for all three years. The correct number is required for the SCI to be processed / paid.

E. Awardee Name, Full Address and Contact Information

Include the Awardee name and address on the SCI. The contractor name and billing address must agree with the name and billing address as listed on the STD213. Payments will only be sent to the contractor billing address identified on the STD213. Please identify the Invoice contact (person completing the invoice) name including Phone Number and Email Address. The identified invoice contact person will be contacted if EDD/CWDB has any questions/concerns regarding a specific invoice.

Note: If the Contractor billing address is incorrect or has changed, the contractor must submit a change of address request in writing to the EDD Contract Administrator. Copies will be forwarded to the EDD Central Office Accounting – Contracts and Procurement Section, as well as the CWDB Services Section.

VI. Line Item Expenditure Reporting

Each line item is exactly titled as in your contract Project Budget Attachment B-1. It is also in the same sequence as listed on the Project Budget Attachment B-1. Do not combine or separate budget line items. Here is a list of things to consider when reporting expenditures;

- A. Use your Project Budget Attachment B-1 to assist you in aligning your expenditures with your approved budget.
- B. Only report expenditures on line items that have been budgeted for. Where there is not an allocated budget amount listed for an applicable line item, please ensure that program “does not” request reimbursement for that applicable line.
- C. Do not exceed expenditures over the amount of budget in any particular line item.
- D. Report current expenditures (Monthly) in the column entitled “Current Expenditures”. If this is the first report, then input the same current expenditure amounts into the 2nd column titled “YTD Expenditures”. If this is a second report or any thereafter, report current expenditures (Monthly) in the column entitled “Current Expenditures”. For “YTD Expenditures”, refer back to the prior month report and add YTD Expenditures from the prior month with the current expenditures (monthly). This total should reflect the cumulative expenditure level for current YTD Expenditures.
- E. Repeat the same procedures listed A through D to report your Leveraged Expenditures. In addition, check the appropriate box to identify if the leveraged funds are Cash or In-Kind.
- F. Grand Totals are calculated by formula in line 16.

Appendix E – Sample Invoices Template and Instructions

VII. Authorized Contractor Signature

The authorized contractor representative prints their name, provides their title, signs, dates the SCI and submits the original via mail or via email in pdf format to the EDD Project Manager assigned to the program. The authorized contractor representative is the person(s) designated on the Grant/Contract Signature Authorization (Exhibit A) form in the approved contract. If more than one page is necessary, the signature block is only required on the last page of the SCI.

VIII. EDD Contract Administrator Review and Approval

The EDD Project Manager reviews the SCI to determine whether costs billed appear reasonable and are submitted in compliance with the contract. When the SCI is approved, the EDD Project Manager will print, sign and date the SCI signifying that the costs billed appears reasonable and forwards the invoice to the CWDB for further review/authorization. The CWDB Administrator makes a final review of the SCI and once approved forwards to the EDD Accounting Services Section for payment.

IX. Invoice Dispute

If the EDD Project Manager has questions or concerns regarding the allowability or appropriateness of any amounts claimed, an attempt will be made to make contact with the contractor and/or return the invoice in question to the contractor. The contractor will have to rectify any/all issues brought upon by the EDD Project Manager and resubmit the corrected SCI.

COMMON CONTRACT INVOICE ERRORS

Below is a listing of the most common Service Cash Invoice errors that cause delay in processing payment of contract invoices.

- Programs not having a sufficient invoice / YTD tracking system therefore Computation errors or YTD totals submitted on invoice are incorrect.
- Program not inputting correct invoice number for applicable month. (Example: Reference to letter B.)
- Incorrect contract number. Always use the current contract number located in the top right corner of the Standard Agreement (STD213) corresponding to the period billed.
- The Contractor name does not agree with the Contractor name on the contract Standard Agreement (STD213).
- Invoice totals, address, and authorized signatures not on page 2 or the final page for multiple page invoices.
- Invoice not signed by the Contractor
- SCI's cannot be processed if changes are made with correction fluid/tape or if any other alterations are made which make it impossible to read the original dollar amount or signatures. Corrections made in writing versus electronically therefore figures are not readable / legible. Recommend that all revisions to invoice be completed electronically for clarity.
- Contract / budget modifications not authorized, therefore resulting in program invoice being submitted with multiple errors.
- Contract / budget modifications being authorized but the program invoice contact and EDD project manager not being made aware. Therefore program invoice contact submitting invoices with multiple errors.
- Date of Request not corrected to reflect the date a corrected invoice is sent to the EDD Project Manager.
- Knowledge of invoice guidelines and requirements not being transferred / provided to a new invoice contact / accountant. Results in incorrect correct invoice being submitted.
- Program listing the incorrect To: From: dates to reflect monthly versus quarterly invoice.

Appendix E – Sample Invoices Template and Instructions



Workforce Services Branch
722 Capitol Mall, room 5099
Sacramento, CA 95814



"CONTRACT GRANT NAME" SERVICE CASH INVOICE

I. Date of Request: <input style="width: 150px;" type="text"/> II. Invoice #: <input style="width: 150px;" type="text"/> III. Invoice Period: From: <input style="width: 50px;" type="text"/> To: <input style="width: 50px;" type="text"/> IV. Contract #: <input style="width: 150px;" type="text"/> V. Awardee Name: <input style="width: 150px;" type="text"/> Full Address: <input style="width: 150px;" type="text"/> Invoice Contact: <input style="width: 150px;" type="text"/>				<div style="border: 1px solid black; height: 150px; width: 100%; background-color: #f0f0f0; margin-bottom: 5px;"></div> (Approval Stamp For APG)	
Phone number: <input style="width: 150px;" type="text"/>					
Email Address: <input style="width: 150px;" type="text"/>					
VI.	Current Expenditures	YTD Expenditures	Leveraged Expenditures	Is Leverage Funding: Cash / In-Kind	Leveraged YTD Expenditures
1. STAFF:					
a.) Salaries				Cash <input type="checkbox"/> In-Kind <input type="checkbox"/>	
b.) Fringe Benefits % of Salaries				Cash <input type="checkbox"/> In-Kind <input type="checkbox"/>	
2. Staff Travel				Cash <input type="checkbox"/> In-Kind <input type="checkbox"/>	
3. Communications				Cash <input type="checkbox"/> In-Kind <input type="checkbox"/>	
4. Facility Rent				Cash <input type="checkbox"/> In-Kind <input type="checkbox"/>	
5. Facility Utilities				Cash <input type="checkbox"/> In-Kind <input type="checkbox"/>	
6. Facilities Maintenance				Cash <input type="checkbox"/> In-Kind <input type="checkbox"/>	
7. Office Supplies				Cash <input type="checkbox"/> In-Kind <input type="checkbox"/>	
8. Testing & Instructional Materials				Cash <input type="checkbox"/> In-Kind <input type="checkbox"/>	
9. Equipment Purchases				Cash <input type="checkbox"/> In-Kind <input type="checkbox"/>	
10. Equipment Leases/Use-Charge				Cash <input type="checkbox"/> In-Kind <input type="checkbox"/>	
11. Tools and Supplies				Cash <input type="checkbox"/> In-Kind <input type="checkbox"/>	
12. Support Services				Cash <input type="checkbox"/> In-Kind <input type="checkbox"/>	
13. Indirect Costs				Cash <input type="checkbox"/> In-Kind <input type="checkbox"/>	
14. Total Costs listed in Item 14 of Budget Details				Cash <input type="checkbox"/> In-Kind <input type="checkbox"/>	
15. Total Costs listed in Item 15 of Budget Details				Cash <input type="checkbox"/> In-Kind <input type="checkbox"/>	
16. GRAND TOTAL	\$0.00	\$0.00	\$0.00	Cash <input type="checkbox"/> In-Kind <input type="checkbox"/>	\$0.00

Appendix E – Sample Invoices Template and Instructions

AB 2060 Supervised Population Workforce Training Grant

SERVICE CASH INVOICE

Leverage Funding

Notes (if applicable): _____

Grantee Certification: I certify that to the best of my knowledge and belief that this report is true in all respects and that all disbursements have been made for the purposes of the program.

Name:
Signature:

Title:
Date:

Send electronic submittal to (Applicable EDD PM Email address) or FAX Cash Invoice to Attn: (Applicable EDD PM Name and Fax Number).
Service Cash Invoices will be processed weekly.

(EMPLOYMENT DEVELOPMENT DEPARTMENT APPROVAL FOR PAYMENT)	
Project Mgr Name:	Project Mgr. Signature:
Date:	

Name:	Title:
Signature:	Date:

(CALIFORNIA WORKFORCE DEVELOPMENT BOARD APPROVAL FOR PAYMENT)	
Program Mgr Name:	Program Mgr Signature:
Date:	

Name:	Title:
Signature:	Date:

(CWDB will provide final approval stamp and signature on the Approval Stamp for APG section on page 1)